

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

ONE WISCONSIN NOW

Plaintiff,

v.

Case No. 17-CV-820

JESSE KREMER, in his Official Capacity,
JOHN NYGREN, in his Official Capacity,
ROBIN VOS, in his Official Capacity,

Defendants.

STIPULATION AND AGREEMENT AS TO COSTS AND ATTORNEYS' FEES

The parties in the above-captioned case, by their respective undersigned legal counsel, hereby STIPULATE and AGREE as follows:

1. On October 31, 2017, Plaintiff One Wisconsin Now, Inc.'s ("Plaintiff's") Complaint was filed with this Court against Defendants Jesse Kremer, John Nygren, and Robin Vos. (Dkt. 1.)

2. On April 20, 2018, the First Amended Complaint was filed with this Court. (Dkt. 17.) Both the original and First Amendment Complaint alleged that Defendants violated the First and Fourteenth Amendments to the U.S. Constitution in blocking Plaintiff from their Twitter accounts, and sought attorneys' fees and costs under 42 U.S.C. § 1988.

3. On May 25, 2018, Plaintiff's Motion for Summary Judgment was filed with this Court. (Dkt. 27.)

4. On September 14, 2018, Defendants' Motion for Summary Judgment was filed with this Court. (Dkt. 56.)

5. On January 18, 2019, the Court issued an Opinion and Order granting Plaintiff's motion for Summary Judgment and denying Defendants' motion and directed further briefing on the issue of remedy. (Dkt. 80.)

6. On May 17, 2019, the Court issued an Opinion and Order which, *inter alia*, confirmed the Court's earlier finding of liability, granted Plaintiff declaratory relief against Defendants, and set a deadline for Plaintiff to file a motion for attorneys' fees and costs pursuant to 42 U.S.C. § 1988(b). (Dkt. 90.) Final judgment in favor of Plaintiff and against Defendants was entered on May 20, 2019. (Dkt. 91.)

7. The deadline for the motion for attorneys' fees and costs was subsequently extended, at the parties' mutual request, to August 19, 2019, to facilitate the parties' discussions on fees and costs. (Dkt. 95, 96.)

8. Pursuant to consultation between counsel for the parties, the remaining Defendants have agreed to pay to Plaintiff a sum of \$200,000.00 in complete satisfaction of Plaintiff's claim for attorneys' fees and costs recoverable under applicable law in the instant case. A check in the aforementioned amount payable to Pines Bach LLP Trust Account is being requested from the Wisconsin Department of Administration and will be delivered to Plaintiff's counsel promptly upon receipt, no later than 45 days

after the filing of this agreement. Payment in accordance with this stipulation resolves Plaintiff's anticipated motion for attorneys' fees and costs.

9. This Stipulation is a full, final, and complete resolution of all claims—actual, doubtful, or disputed—for attorneys' fees and costs recoverable under applicable law in this case through the date of this Stipulation and Agreement. No attorneys' fees, costs, or any monies other than the attorneys' fees and costs described in paragraph 8 will be paid in connection with this case, except that this Stipulation and Agreement does not prevent Plaintiff from seeking attorneys' fees and costs in the event of future litigation to enforce this Stipulation and Agreement.

STIPULATED AND AGREED.

Dated this 15th day of August, 2019.

Respectfully submitted,

PINES BACH LLP

/s/ Christa O. Westerberg

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